

Suspend
3 Reading
4-9-26

Passed
4-9-26

ORDINANCE NO. 26-10

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CHADAN ENGINEERING, INC. FOR PROJECT COORDINATION, CONSULTATION, AND INSPECTION SERVICES FOR THE RECREATION AND ENTERTAINMENT FACILITY PROJECT LOCATED ON WEST 26TH STREET, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Bellaire is undertaking the development of a Recreation and Entertainment Facility located on West 26th Street; and

WHEREAS, the Village has received a proposal dated March 24, 2026, from Chadan Engineering, Inc. to provide project coordination, consultation, and general observation/inspection services for said project; and

WHEREAS, the proposed services include coordination with Village officials and contractors, review and recommendations regarding construction elements, and periodic site inspections with progress reporting; and

WHEREAS, the total cost for the initial scope of services is Eight Thousand Four Hundred Dollars (\$8,400.00), which includes \$4,400.00 for coordination and consultation and \$4,000.00 for initial inspection services; and

WHEREAS, additional inspection services, if required, will be billed at a rate of \$400.00 per inspection and may require future Council approval; and

WHEREAS, Council finds it necessary and in the best interest of the Village to engage professional engineering services to ensure proper oversight and progress of the project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BELLAIRE, STATE OF OHIO:

SECTION 1.

That the Mayor is hereby authorized and directed to enter into an agreement with Chadan Engineering, Inc. for project coordination, consultation, and inspection services for the Recreation and Entertainment Facility project, in accordance with the proposal dated March 24, 2026.

SECTION 2.

That the total initial expenditure for said services shall not exceed Eight Thousand Four Hundred Dollars (\$8,400.00), payable from funds appropriated for the project.

SECTION 3.

That any additional services beyond the original scope shall be subject to further review and approval by Council unless otherwise authorized by law.

SECTION 4.

That the Fiscal Officer is hereby authorized to make payment in accordance with the terms of the agreement.

SECTION 5.

That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council in compliance with all legal requirements.

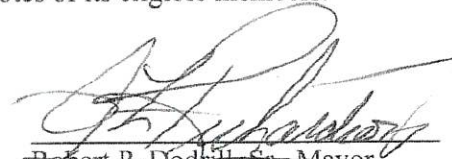
SECTION 6. EMERGENCY CLAUSE.

That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the Village, in order to ensure timely coordination and oversight of the Recreation and Entertainment Facility project; therefore, this Ordinance shall take effect immediately upon passage.

Adopted at a regular meeting of the Council of the Village of Bellaire held this 9th day of April, 2026 by the 4-2 yeas votes of its eligible members.

ATTESTED:

Ginny R. Favede, Fiscal Officer



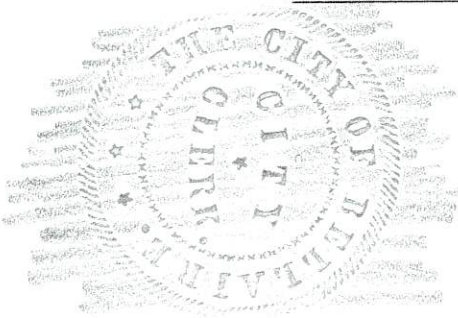
~~Robert P. Dodrill, Sr., Mayor~~
JANET L RICHARDSON
COUNCIL PROTEM

Date: _____

Date: 04-16-2026

CERTIFICATE OF POSTING

I, Barbara Jimmel, Clerk of Council, do hereby certify that the foregoing Resolution was published by posting the same in five (5) public places within the Village of Bellaire, Ohio as provided by Ordinance No 1229, for a period of not less than fifteen (15) days, said Ordinance having been first posted on _____.





171 W Main Street
PO Box 695
St. Clairsville, OH 43950
Phone: 740.449.2194
www.chadanengineering.com

PROPOSAL FOR PROJECT COORDINATION CONSULTATION AND INSPECTIONS

March 24, 2026

Client: Ms. Janet Richardson
Village of Bellaire
3197 Belmont Street
Bellaire, OH 43906
M: 740.310.1824 E: jrich0426@gmail.com

Reference: Recreation & Entertainment Facility – W. 26th Street, Bellaire, OH

Ms. Richardson:

On behalf of Chadan Engineering, Inc. (Chadan), I am pleased to provide this proposal for the above-referenced project.

SCOPE OF SERVICES:

Coordination & Consultation:

1. Chadan will provide an allowance of 40 hours for communications with the Village and Consultants/Contractors. This will include discussions regarding the phases and processes of the construction, review and recommendations regarding the concession stand building, performance stage pavillion, and pickleball court and roof system, and general communications with the Village for questions or concerns that may arise throughout the construction phases.

General Observation Services:

1. Chadan will provide general observation services during the construction phases of the project. This work will include field inspection services and conformance review with the final plans. A progress report with photographs will be provided for each inspection. Please note that this does not include daily visits or constant supervision of the construction activities, but rather general construction review and reporting. Chadan anticipates weekly site inspections while construction is in progress.
2. Chadan's inspections will include field observations of the site, buildings and structures and general conformance with the plans. The client will be responsible for ensuring that state inspections are scheduled and completed for the building according to building code and the architectural plan set.
3. Any construction items that do not conform to the plans will be immediately reported to the Village of Bellaire.
4. Please note that the building inspections for the various phases of the building construction as required by the State of Ohio will be scheduled by the building contractor.

Fees:

Coordination and Consultation Fees:	\$4,400.00
General Observation and Report Fees (Initial Contract for 10):	<u>\$4,000.00*</u>
	TOTAL = \$8,400.00

* \$400.00 per inspection. Additional proposal will be provided when needed.

Any additional services requested by the Client outside the Scope of Services described above, and following the commencement of construction, will be in addition to the sum proposed. Additional services will be billed on an hourly basis. Chadan will notify the Client when work is outside of the proposed scope.

Notice to Proceed:

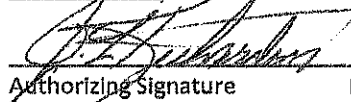
Chadan Engineering, Inc. appreciates the opportunity to provide services on this project. Please sign and return this proposal to authorize these services. If you have any questions or concerns, please do not hesitate to contact us.

Respectfully Submitted,



Ray L. Luyster
Chadan Engineering, Inc.

Accepted By:


Date 4-9, 2026

Authorizing Signature

Date

JANET L. RICHARDSON - COUNCIL PRO TEM
Printed Name, Title

By signing and dating this proposal, the Client agrees to authorize Chadan Engineering, Inc. to perform the services set forth in the proposal as well as the attached terms and conditions. Payment for services rendered will be due and payable within (30) days. In the event payment is not timely, the overdue balance shall bear interest at a rate of 1.5% per month.

Chadan Engineering reserves the right to withdraw this proposal if not accepted within 30 days.



CHADAN ENGINEERING, INC. GENERAL TERMS AND CONDITIONS

The following Terms and Conditions, together with the attached Proposal, constitute the terms of the Agreement between Chadan Engineering Services, Inc. (Chadan) and the party that authorizes performance of services (Client) with respect to the performance of any services. These terms must be accepted prior to the commencement of services. Any modification to these Terms and Conditions requires mutual agreement and may result in a fee adjustment.

1. SERVICES TO BE PROVIDED

Chadan hereby agrees to provide the Client with the services set forth in the attached Proposal under the terms and conditions set forth herein, based on Client's approved credit, payment of retainer per the attached Proposal or payment in full as required by Chadan prior to the commencement of services.

2. INVOICING AND PAYMENT

a. The Client agrees to pay Chadan according to the fees and charges in the Proposal. Should a retainer be required, Chadan will submit an invoice for such after the proposal is executed. Work will not commence without the retainer paid in full. Chadan will submit invoices for payment on a monthly basis proportionate to work completed, with payment periods ending on the last day of the month, unless otherwise negotiated with the Client. Invoices shall be paid in full within 30 days. For payments not made in a timely manner, an interest charge shall be applied at a rate of 1.5% per month. If Client fails to pay any invoice within 30 days from the date of billing, Chadan reserves the right to terminate its performance of services without waiving any other claim or right against the Client. Chadan will provide the Client in writing a notice of termination or suspension 7 days in advance. If payment is not received within the 7 days, the suspension shall take effect without further notice. Chadan shall have no liability to the Client for delay or damage caused Client or others because of such suspension of services.

b. In the event that Chadan is forced to take action to collect past dues, the Client will reimburse Chadan for all cost and expenses incurred, including without limitation all court costs and reasonable attorney's fees.

c. Should it be necessary for Chadan to engage the services of outside consultants or companies, this will be done with the Client's approval. If the scope of the project or of Chadan's services is revised materially, the amount of compensation will be equitably adjusted between the Client and Chadan.

d. If the project is suspended or abandoned altogether, Chadan shall be compensated for all services performed prior to receipt of written or oral notice from the Client. Should the project be resumed after being suspended for more than 90 days, the original proposal becomes null and void and Chadan shall present a new proposal to the Client to continue the work.

e. Chadan's payments shall not be contingent upon financing or receipt of payment from a third party.

3. RIGHT OF ENTRY

The Client hereby grants Chadan and Chadan's consultant the right to access the property described in the proposal for site reconnaissance, survey, environmental due diligence and/or delineation, or any other activity as required to complete the services described in the proposal.

4. INDEMNIFICATION AND HOLD HARMLESS

a. Subject to all otherwise applicable statutes of limitations and repose, Chadan agrees to indemnify and hold Client, its directors, shareholders, employees, and permitted assigns harmless for all claims, damages and causes of actions (collectively "Claims"), to the extent such Claims are caused by Chadan's negligent acts, errors or omissions. With regard to any claim alleging Chadan's negligent performance or professional services, Chadan's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its indemnity obligation hereunder.

The Client agrees to indemnify and hold Chadan, its directors, shareholders, employees and assigns harmless for all Claims, damages and causes of actions, against Chadan related to the performance of the services in this Agreement, unless such claims arise out of Chadan's negligent acts, errors or omissions.

5. DELAYS

Client and Chadan agree that there shall be no liability on the party of either part for any failure or delay in the performance of any obligations hereunder resulting from any cause beyond their reasonable control, including, but not limited to: acts of God; acts of omissions of civil or military authority; acts of omissions of contractors or supplier; fire; floods; epidemics; quarantine restrictions; severe weather; strikes; embargos, wars, political strife, riots, delays in transportation; compliance with any regulations or directives of any national, state, local or municipal governments or any departments thereof; fuel, power, material or labor shortage.

6. INSURANCE

a. Chadan represents and warrants that its staff is protected by Workers' Compensation insurance and that Chadan has coverage under Professional Liability insurance policies. Proof of insurance coverage shall be supplied to the Client upon request.

7. CONSTRUCTION ADMINISTRATION SERVICES

a. Upon request of the Client, Chadan will provide qualified personnel to observe and report on specific aspects or phases of construction. Chadan's services will not include supervision or direction of contractors, contractor's employees, agents or subcontractors. The presence of Chadan's representative shall not excuse contractors for defects discovered in contractor's work. Chadan assumes no liability for the contractor's work or workers.

8. STANDARD OF CARE

Chadan agrees to exert the degree of care and skill in the performance of its services normally exercised by similar professionals under similar circumstances. No warranties or guarantees are expressed or implied by operation of law or otherwise, including any warranty of fitness for particular purpose, by Chadan regarding the services provided under this Agreement. The services provided by Chadan are solely for the benefit of the Client, and the Client shall not use project documents for any purpose other than for the specified use in connection with the project.

9. CONFIDENTIALITY

Chadan will not disclose, without prior written approval by the Client, any information provided to Chadan by the Client that is designated by the Client in writing as "Confidential." This provision does not apply in situations when a) the information is already in the public domain or generally known by the public, b) the information becomes available to or generally known by the public through a third party or another party, c) the information is provided to Chadan through a third party or another party at any time, or d) Chadan is required by law, regulation, code or other federal, state or local government requirement to disclose the information. The Client agrees that any such disclosure is not a breach of contract and Chadan shall not be held liable in any respect for disclosure of information under these circumstances. The Client agrees that Chadan may use Client's name and general description of Chadan's services in providing qualifications information to other clients and prospective clients.

All Chadan financial, technical, schedule and cost information provided to the Client in proposals or written correspondence is proprietary and shall not be disclosed or made available directly or indirectly to third parties whether Chadan is or is not the successful bidder for any scope of services.

10. HEALTH AND SAFETY

The Client is responsible for providing a safe site for Chadan and its employees, subcontractors, suppliers and agents. Chadan shall not be responsible for the actions or the health and safety of the Client and its representatives or third parties at the site.

Chadan maintains its own corporate health and safety plan. Any site-specific health and safety requirements in addition to the Chadan health and safety plan must be identified by the Client in writing prior to commencement of the services provided by Chadan. Any requirements in addition to the Chadan health and safety plan (including training, drug testing, special personnel protection, etc.) will be provided as a change in scope of services and cost.

11. MISCELLANEOUS

This Agreement shall be made and interpreted under law by the return of the completed executed agreement. Should legal action be initiated, the parties agree the venue shall be the courts of Ohio.

Any estimates or opinions of cost are provided by Chadan on the basis of Chadan's experience and represents its best judgment. Since Chadan has no control of the cost of labor, materials, equipment or services furnished by other or over-competitive bidding or market conditions, Chadan cannot guarantee that proposals, bids or actual project costs or construction costs will not vary from any estimates or opinions of cost prepared by Chadan.

Client acknowledges that Chadan is a corporation and agrees any claim made by the Client arising out of any act or omission of any officer or employee of Chadan in execution or performance of this Agreement, shall be made against Chadan alone and not against such officer or employee.



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BILLING SCHEDULE
Effective January 2026

Principal	\$225.00 per hour
Professional Engineer	\$130.00 per hour
Construction Inspection	\$100.00 per hour
Project Engineer/Manager	\$100.00 per hour
CAD Technician	\$80.00 per hour
Engineering Intern	\$60.00 per hour
Clerical Services	\$55.00 per hour

Projects requiring expedited services may be subject to increased hourly rates, and Chadan Engineering will inform the Client should the need occur.

Daily services that exceed 8 hours in a day or work required on a Sunday or holiday will be subject to an increase by a factor of 1.5.

Chadan Engineering charges mileage at a rate equal to the 2026 Standard Mileage Rates.

Sub-consultant services will be billed to the client at cost plus administrative fees to be determined for each project.

Invoices are due upon receipt. Invoices not paid within 30 days are subject to a finance charge of 1.5% per month (18% annually).